

AGREEMENT NUMBER 09F-51	AMENDMENT NUMBER 1
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY'S NAME

Department of Community Services and Development

CONTRACTOR'S NAME

2. The term of this Agreement is : **July 1, 2009 through September 30, 2010**

3. The maximum amount of this Agreement is: **\$**

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Contractor agrees to continue to provide Community Services Block Grant assistance to eligible participants residing in the designated service area, pursuant to the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), as pursuant to Title 42 of the United States Code (U.S.C) Section 9901 et seq., as amended, the Community Services Block Grant Act for low-income persons.

1. The total consideration payable to Contractor by the State remains unchanged at **\$**

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CALIFORNIA
Department of General Services
Use Only

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

Department of Community Services and Development

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Ed Lee, Manager, Information Technology Services

ADDRESS

700 North 10th Street, Room D215, Sacramento, California 95811-0336

I hereby certify that all conditions for exemption have been complied with, and this document is exempt from the Department of General Services' approval.

☐ Exempt per _____

2. ARRA EXHIBIT A. SCOPE OF WORK, section 1. item F. is added to read as follows.

"F. That the Federal Office of Management and Budget (OMB) has designated all federal programs with ARRA expenditures as "high risk" due to the new transparency and accountability requirements, as well as the need to prevent fraud, waste and abuse in the administration of ARRA programs. In addition, the federal awarding agencies for ARRA funding and the California Recovery Act Task Force have issued directives to State administering agencies such as CSD to eliminate or mitigate risk of fraud, waste and abuse. Accordingly, CSD may, at its discretion, impose such special conditions on Contractor as it reasonably deems necessary to fulfill its oversight responsibilities and to ensure compliance with the letter and intent of ARRA and applicable federal and state law. The special conditions imposed may require Contractor to provide additional reports and information or otherwise assist and cooperate with CSD in its oversight functions as provided in ARRA, OMB Guidance, the CSD CSBG ARRA Contract and this amendment. Such special conditions will be issued to Contractor on CSD letterhead and under the signature of the Director or his designee, and shall be binding on Contractor and become a material requirement of performance under the Agreement. Should Contractor fail to meet the requirements of any special conditions imposed, CSD may withhold ARRA funding, cancel, terminate or suspend the CSBG ARRA contract in accordance with the provisions of the contract, this amendment and applicable federal and state law."

3. ARRA EXHIBIT B, BUDGET DETAIL AND PAYMENT PROVISIONS, section 3. ADVANCE PAYMENTS, item C. is deleted in its entirety and replaced with the following EXHIBIT B, 3. C, to read as follows:

"C. CSD will initiate the repayment process of the advanced funds on the Contractor's advance payment schedule approved by CSD. The repayment schedule must establish full repayment by the 11th reporting period (May 1, 2010 to May 30, 2010). Starting with the 6th reporting period (December 1, 2009 to December 31, 2009) through the 8th reporting period (February 1, 2010 to February 28, 2010) CSD will recover 30% of the outstanding advance by offsetting the amount into equal payments. The remaining 70% of the outstanding advance balance will be repaid in full by the specified date above by offsetting the remaining outstanding balance into equal payments. An exception may occur if the expenditure reports submitted are less than the applied settlement formula. In that case, CSD shall apply the entire reimbursement amounts against the outstanding advance balance."

4. ARRA EXHIBIT B, BUDGET DETAIL AND PAYMENT PROVISIONS, section 6. PAYMENT AND REPORTING REQUIREMENTS, item A. Payments, 1) is deleted in its entirety and replaced with the following EXHIBIT B, 6. A. 1) to read as follows:

“A. Payments

- 1) CSD shall issue monthly payments to Contractor upon receipt and approval of a certified expenditure activity report. The certified expenditure activity report shall specify the Monthly Reporting period and actual expenditures being billed to CSD for reimbursement.”

5. ARRA Exhibit B, BUDGET DETAIL AND PAYMENT PROVISIONS, section 6. PAYMENT AND REPORTING REQUIREMENTS, item C. Programmatic Reports, 1) Monthly, is deleted in its entirety and replaced with the following Exhibit B.6.C.1), to read as follows:

“C. Programmatic Reports

- 1) Quarterly Project Status Report

The status of the Contractor’s project(s) will be submitted on a quarterly basis to monitor the progress of the projects and meet the federal reporting requirements pursuant to Section 1512 of ARRA and the Office of Management and Budget. Contractor shall complete and submit the Project Status Report CSD 924 at CSBGRecovery@csd.ca.gov on or before the fifteenth (15th) calendar day following the reporting period, irrespective of the level of activity in the preceding period. See report due dates below:

Report Interval	Report Due Date
July 1, 2009 – Sept. 30, 2009	October 15, 2009
Oct. 1, 2009- Dec. 31, 2009	January 15, 2010
Jan. 1, 2010 – Mar. 31, 2010	April 15, 2010
Apr. 1, 2010 – Jun. 30, 2010	July 15, 2010
Jul 1, 2010 – Sept. 30, 2010	October 15, 2010”

6. ARRA Exhibit B, BUDGET DETAIL AND PAYMENT PROVISIONS, section 6. PAYMENT AND REPORTING REQUIREMENTS, item C. Programmatic Reports, 2) Quarterly Reports is deleted in its entirety and replaced with the following Exhibit B. 6. C. 2), to read as follows:

“2) Annual NPI Programs and Client Characteristics Reports

Contractor shall complete and submit annually Contractor’s programmatic activities to CSD at CSBGRecovery@csd.ca.gov. The annual NPI Programs and Client Characteristics reports shall be submitted on or before

the fifteenth (15th) calendar day following the reporting period, irrespective of the level of activity in the preceding period. See report due dates below.

- a. CSBG ARRA NPI Programs Report, (CSD 901)
- b. CSBG ARRA Client Characteristics Report, (CSD 903-CCR)

Report Interval	Report Due Date
Jul. 1, 2009 – Dec. 31, 2009	January 15, 2010
Jan. 1, 2010 – Sept. 30, 2010	October 15, 2010”

7. ARRA Exhibit B, BUDGET DETAIL AND PAYMENT PROVISIONS, section 6. PAYMENT AND REPORTING REQUIREMENTS, item D. Community Services Block Grant Information System (CSBG/IS Survey) is deleted in its entirety and replaced with the following Exhibit B. 6. C. 2), to read as follows:

“D. Community Services Block Grant Information System (CSBG/IS Survey)

Contractor shall complete and submit to CSD an ARRA Community Services Block Grant Information System Survey no later than March 1, 2010 (covering July 1 – December 31, 2009) and March 1, 2011 (covering January 1, - September 30, 2010). The reports shall be submitted via email to CSBGRecovery@csd.ca.gov.

- a. ARRA/CSBG Fiscal Data –Other Funds (CSD 930 OF)
- b. ARRA/CSBG Fiscal Data—Other Resources (CSD 930 OR)

Report	Due March 1, 2010	Due March 1, 2011
CSD 930 OR	Covering the period: July 1, 2009 – December 31, 2009	Covering the period: January 1, 2010 – September 30, 2010
CSD 930 OF	Covering the period: July 1, 2009 – December 31, 2009	Covering the period: January 1, 2010 – September 30, 2010”

8. ARRA Exhibit B, BUDGET DETAIL AND PAYMENT PROVISIONS, section 6. PAYMENT AND REPORTING REQUIREMENTS item F. California ARRA Accountability Tool (CAAT) Report has been added, to read as follows:

“F. California ARRA Accountability Tool (CAAT) Report

California is a centralized reporting State and has established the California Recovery Task Force to oversee the reporting of the ARRA-related data to the Federal Office of Management and Budget (OMB). The task force has developed the California ARRA Accountability Tool, known as CAAT. The CAAT is used to capture all the required data elements.

The CAAT report is a required report for all Contractors receiving ARRA funds. Failure to complete the CAAT report as required by the California Recovery Task Force will constitute non-compliance with this contract and serve as grounds for suspension or cancellation of contracts with CSD.

Contractors shall complete and submit the CAAT reports via email to CSBGRecovery@csd.ca.gov. The CAAT reports will be due on a quarterly basis, on a schedule yet to be determined by the California Recovery Task Force. Guidance will be forthcoming that will outline the reporting periods and due dates of the CAAT reports and will be incorporated into this contract."

9. ARRA Exhibit B, BUDGET DETAIL AND PAYMENT PROVISIONS, section 6. PAYMENT AND REPORTING REQUIREMENTS item G. has been added to read as follows:

"G. Late Reports

All expenditure and programmatic reports must be submitted on or before their respective due dates. Contractors who fail to meet the submission deadlines for required reports are subject to receipt of formal notification of non-compliance with this contract and may serve as grounds for withholding of future payments, suspension or cancellation of contracts with CSD."

10. ARRA Exhibit B, BUDGET DETAIL AND PAYMENT PROVISIONS, section 8. SCHEDULE OF ATTACHMENTS is deleted in its entirety and replaced with the following Exhibit B.8, to read as follows:

"SCHEDULE OF ATTACHMENTS

The following attachments to this exhibit are hereby attached and incorporated by this reference:

ATTACHMENT I	ARRA/CSBG FISCAL DATA (CSD 902.S, 902.1.1, 902.1.2)
ATTACHMENT II	ARRA/CSBG NPI Programs Report (CSD 901)
ATTACHMENT III	ARRA/CSBG Project/Work Plan (CSD 920)
ATTACHMENT IV	Summary of Allocated Funds for CSBG ARRA Projects & NPI Program/Activities (CSD 923)"

All other terms and conditions shall remain the same.